

## TRUST AGREEMENT

Trust Account Number: \_\_\_\_\_

This agreement is entered into as of 11/04/2003 by and between:

### GRANTOR

Owner/Operator Name

ASBURY ENVIRONMENTAL SERVICES

Address 2549 SCOTT AVE.

CHICO, CA 95928

☒ Corporation ☐ Association

☐ Partnership ☐ Proprietorship

in the State of CALIFORNIA

### TRUSTEE

Trustee Name

BANK OF THE WEST

Address 2 NORTH SECOND STREET, SUITE 200

SAN JOSE, CA 95113

☐ A National Bank

☐ Incorporated in the State of \_\_\_\_\_

Please indicate if this Trust Agreement is for either closure and/or postclosure or liability or both.

☒ Closure and/or Postclosure

☐ Liability

Please indicate if this Trust Agreement is a Trust Agreement, a Standby Trust Agreement or both.

☐ Trust Agreement

☒ Standby Trust Agreement

☐ Both

### TERMS OF AGREEMENT

WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/transportable treatment unit (TTU) shall provide assurance that funds will be available when needed for closure and/or postclosure care of the facility/TTU and/or

WHEREAS, the Department of Toxic Substances Control (DTSC), a department of the State of California, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility/TTU or group of facilities/TTUs must demonstrate financial responsibility for bodily injury and property damage to third parties caused by sudden accidental and/or nonsudden accidental occurrences arising from the operations of the facility/TTU or group of facilities/TTUs.

WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities/TTUs identified herein.

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the Trustee under this agreement, and the Trustee is willing to act as Trustee.

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

(a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor.

(b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

(c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

## TRUST AGREEMENT

Trust Account Number:

This agreement is entered into as of 10/29/03 by and between:

<small>Grantor Operator Name</small> <u>ASBURY ENVIRONMENTAL SERVICES, INC.</u>	<small>Trustee Name</small> <u>BANK OF THE WEST</u>
<small>Address</small> <u>2459 SCOTT AVE. CHICO, CA 95928</u>	<small>Address</small> <u>180 MONTGOMERY STREET SUITE 2500 SAN FRANCISCO, CA 94104</u>
<input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Association	<input type="checkbox"/> A National Bank

Please indicate if this Trust Agreement is for either closure and/or postclosure or liability or both.

☒ Closure and/or Postclosure ☐ Liability

Please indicate if this Trust Agreement is a Trust Agreement, a Standby Trust Agreement or both.

☐ Trust Agreement ☒ Standby Trust Agreement ☐ Both

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WHEREAS, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities/TTUs identified herein.

WHEREAS, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the Trustee under this agreement, and the Trustee is willing to act as Trustee.

NOW, THEREFORE, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successor or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.
- (c) The term "Beneficiary" means the State of California, Department of Toxic Substances Control.

Section 2. Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on attached Schedule A. (On Schedule A for each facility/TTU list the hazardous waste facility/TTU identification number, name, address, and the current closure and/or postclosure cost estimates (Indicate the closure and postclosure amounts separately), or portions thereof, for which financial assurance is demonstrated by this Agreement.)

Section 2.1. Identification of Facilities/TTUs. This agreement pertains to the facilities/TTUs identified on attached Schedule A. (On Schedule A for each facility/TTU, list the EPA Identification Number, name, and address of the facility(ies)/TTU(s) and the amount of liability coverage, or portions thereof, if more than one instrument affords combined coverage as demonstrated by this Agreement.)

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund" for the benefit of the Beneficiary. The Grantor and the Trustee intend that no third party has access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by the Beneficiary.

Section 3.1. Establishment of Fund. The Grantor and Trustee hereby establish a trust fund, hereinafter the "Fund", for the benefit of any and all third parties injured or damaged by (sudden and/or nonsudden) accidental occurrences arising from operation of the facility(ies)/TTU(s) covered by this Fund, in the amount of (up to one million dollars) per occurrence and (up to two million dollars) annual aggregate for sudden accidental occurrences and (up to three million dollars) per occurrence and up to six million dollars) annual aggregate for non sudden accidental occurrences, except that the Fund is not establish for the benefit of third parties for the following:

(a) Bodily injury or property damage for which [insert Grantor], is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that [insert Grantor] would be obligated to pay in the absence of the contract or agreement.

(b) Any obligation of [insert Grantor] under a workers' compensation, disability benefit, or unemployment compensation law or any similar law.

(c) Bodily injury to:

(1) An employee of [insert Grantor] arising from, and in the course of, employment by [insert Grantor]; or

(2) The spouse, child, parent, brother, or sister of that employee as a consequence of, or arising from, and in the course of employment by [insert Grantor]. This exclusion applies:

(A) Whether [insert Grantor] may be liable as an employer or in any other capacity; and

(B) To any obligation to share damages with or repay another person who must pay damages because of the injury to persons identified in paragraphs (1) and (2).

(d) Bodily injury or property damage arising out of the ownership, maintenance, use or entrustment to others of any aircraft, motor vehicle or watercraft.

(e) Property damage to:

(1) Any property owned, rented, or occupied by [insert Grantor];

(2) Premises that are sold, given away or abandoned by [insert Grantor] if the property damage arises out of any part of those premises;

(3) Property loaned to [insert Grantor];

(4) Personal property in the care, custody or control of [insert Grantor];

(5) That particular part of real property in which [insert Grantor] or any contractors or subcontractors working directly or indirectly on behalf of [insert Grantor] are performing operations, if the property damage arise out of these operations.

The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in Schedule B attached hereto. Such property and any other property



and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities for the Grantor established by the Beneficiary.

**Section 4. Payment for Closure and Postclosure Care.** The Trustee shall make payments from the Fund as the Beneficiary shall direct, in writing, to provide for the payment of the costs of closure and/or postclosure care of the facilities/TTUs covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the Beneficiary from the Fund for closure and post closure expenditures in such amounts as the Beneficiary shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the Beneficiary specifies in writing. Upon refund, such funds shall not constitute part of the Fund as defined herein.

**Section 4.1. Payment for Bodily Injury or Property Damage.** The Trustee shall satisfy a third party liability claim by making payments from the Fund only upon receipt of one of the following documents:

(a) Certification from the Grantor and the third party claimant(s) that the liability claim should be paid. The certification must be worded as follows, except that instructions in brackets are to be replaced with the relevant information and the brackets deleted.

**Certification of Valid Liability Claim**

The undersigned, as parties \_\_\_\_\_ (insert name of Grantor) and \_\_\_\_\_ (insert name and address of third party claimant(s)), hereby certify that the claim of bodily injury and/or property damage caused by (sudden or nonsudden) accidental occurrence arising from operating hazardous waste treatment, storage, or disposal facility/TTU should be paid in the amount of \$ \_\_\_\_\_.

(Signature) \_\_\_\_\_

(Grantor) \_\_\_\_\_

(Grantor) \_\_\_\_\_

(Signature) \_\_\_\_\_

(Claimant(s)) \_\_\_\_\_

(Claimant(s)) \_\_\_\_\_

or (b) A valid final court order establishing a judgment against the Grantor for bodily injury or property damage caused by sudden or nonsudden accidental occurrences arising from the operation of the Grantor's facility/TTU or group of facilities/TTUs.

**Section 5. Payments Comprising the Fund.** Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

**Section 6. Trustee Management.** The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his or her duties with respect to the trust fund solely in the interest of the Beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; except that:

(i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities/TTUs, or any of their affiliates as defined in the Investment Company Act of 1940 as amended, 15 U.S.C. 80a-2(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or State Government.

(ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State Government, and

(iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

**SECTION 7. COMMINGLED TRUST FUND.**

(a) To transfer from time to time any or all of the assets of the Fund to any common, commingled or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and

(b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed, underwritten or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

**Section 8. Express Powers of Trustee.** Without in any way limiting the powers and discretion conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

(a) To sell, exchange, convey, transfer or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;

(b) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

(c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk, in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;

(d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State Government; and

(e) To compromise or otherwise adjust all claims in favor of or against the Fund.

**Section 9. Taxes and Expenses.** All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

**Section 10. Annual Valuation.** The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the Beneficiary a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and Beneficiary shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

**Section 11. Advice of Counsel.** The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

**Section 12. Trustee Compensation.** The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

**Section 13. Successor Trustee.** The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer and pay over to the successor trustee the funds and properties then constituting the Fund. If, for any reason, the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may

instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, Beneficiary, and the present Trustee by certified mail ten days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

**Section 14. Instructions to the Trustee.** All orders, requests and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests and instructions. All orders, requests and instructions by the Beneficiary to the Trustee shall be in writing, signed by the Beneficiary designees, and the Trustee shall act and shall be fully protected in acting in accordance with such orders, requests and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or the Beneficiary hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests and instructions from the Grantor and/or Beneficiary, except as provided for herein.

**Section 15. Notice of Nonpayment.** The Trustee shall notify the Grantor and the Beneficiary, by either registered or certified mail within 10 days following the expiration for the 30-day period after the anniversary of the establishment of the Trust, if no payment is received from the Grantor during that period. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

**Section 15.1. Notice of Nonpayment.** If a payment for bodily injury or property damage is made under Section 4 of this Trust, the Trustee shall notify the Grantor of such payment and the amount(s) thereof within five (5) working days. The Grantor shall, on or before the anniversary date of the establishment of the Fund following such notice, either make payments to the Trustee in amounts sufficient to cause the Trust to return to its value immediately prior to the payment of claims under Section 4, or shall provide written proof to the Trustee that other financial assurance for liability coverage has been obtained equaling the amount necessary to return the Trust to its value prior to the payment of claims. If the Grantor does not either make payments to the Trustee or provide the Trustee with such proof, the Trustee shall within 10 working days after the anniversary date of the establishment of the Fund provide a written notice of nonpayment to the Beneficiary.

**Section 16. Amendment of Agreement.** This agreement may be amended by an instrument in writing executed by the Grantor, the Trustee and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist.

**Section 17. Irrevocability and Termination.** Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the Beneficiary, or by the Trustee and the Beneficiary, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

**Section 18. Immunity and Indemnification.** The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the Beneficiary issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

**Section 19. Choice of Law.** This Agreement shall be administered, construed and enforced according to the laws of the State of California.



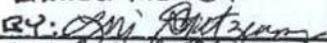
**Section 20. Interpretation.** As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.



another mechanism coverage for closure and/or postclosure care, this fund shall be considered (insert "primary" or "excess") \_\_\_\_\_ coverage.

Section 21.1 Primary or Excess Coverage. In the event of combination with another mechanism for liability coverage, the fund shall be considered (insert "primary" or "excess") \_\_\_\_\_ coverage.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written; the parties below certify that this document is being executed in accordance with the requirements of California Code of Regulations, Title 22, Division 4.5, Chapter 14 and 15. Article 8, Sections 66264.140 through 66264.148 and Sections 66265.140 through 66265.148.

	
	
Mark of the West BY:  Printed Name of Person Signing VP	LOBLI STETZENMEYER VICE PRESIDENT & SENIOR TRUST OFFICER

#### PRIVACY STATEMENT

This information is requested by the Department of Toxic Substances Control, under Health and Safety Code, Section 25245, in order to verify adequate financial assurance of hazardous waste facilities/TTOs. Completion of the form is mandatory. The consequence of not completing the form is denial of a permit to operate a hazardous waste facility/TTO. Information may be provided to U. S. Environmental Protection Agency, State Attorney General, Air Resources Board, California Integrated Waste Management Board, Energy Resources Conservation and Development Commission, Water Resources Control Board and California Regional Water Quality Control Boards. For more information or access to your records, contact the Department of Toxic Substances Control, P.O. Box 806, 400 Y Street, Sacramento, California 95812-0806, (916) 324-1878.

EXHIBIT A

TRUST AGREEMENT BY AND BETWEEN AES - CHICO

AND THE BANK OF THE WEST

As provided for in Section 14 of the Trust Agreement, the persons, other than the official of the Beneficiary identified in Section 14 of the Trust Agreement, who, until this Exhibit A is amended, shall have the authority to make orders, requests, and instructions to the Trustee are:

Officials of the Grantor.

Officials of the Grantor who have authority to give instructions are:

Name(s): STEVE KERDAM CHRISTOPHER J. MAHONEY

Title(s): PRESIDENT CFO

EXHIBIT A

Any orders, requests or instructions by the Grantor to the Trustee, pursuant to the foregoing Agreement, may be signed by any one of the following persons:

Name(s): STEVE KERDAM CHRISTOPHER J. MAHONEY

Title(s): PRESIDENT CFO



TRUST AGREEMENT/STANDBY TRUST  
**SCHEDULE A**

This Agreement demonstrates financial assurance for the following cost estimate(s) for the following facility(ies)/TTU(s):

Hazardous Waste Facility/TTU Identification Number			Cost Estimates for which Financial Assurance Being Demonstrated by this Agreement
			Closure: 65,660.00
			Postclosure:
			Closure:
			Postclosure:
			Closure:
			Postclosure:
			Total: 65,660.00

The cost estimates listed here were last adjusted on (date): 3/14/03

This Agreement demonstrates financial assurance for liability coverage for the following facility(ies)/TTU(s):

Hazardous Waste Facility/TTU Identification Number	Name of Facility/TTU	Address of Hazardous Waste Facility/TTU	Liability Coverage Being Demonstrated by this Agreement
			Sudden per occurrence:
			Sudden Annual aggregate:
			Non-sudden per occurrence:
			Non-sudden Annual aggregate:
			Sudden per occurrence:
			Sudden Annual aggregate:
			Non-sudden per occurrence:
			Non-sudden Annual aggregate:
			Sudden per occurrence:
			Sudden Annual aggregate:
			Non-sudden per occurrence:
			Non-sudden Annual aggregate:
			Total aggregate:

The Liability coverage listed here is effective on (date):

State of California - California Environmental Protection Agency

ADP-001 (Rev. 05/95)

TRUST AGREEMENT (ONLY)  
SCHEDULE B

The fund is established initially as consisting of the following:

\$ 5000.00 Amount Five Thousand as evidenced by  
Spell Out Dollar Amount  
Bank of America Check Number  
Name of Institution Drawn On

dated OCT 27, 2003

plus letter of credit

I hereby certify that funds have been received and deposited.

Authorized Signature <u>Lori C. Stetzenmeyer</u> <u>Richard A. Gross</u> VP & Business Development Officer Typed or Printed Name of Person Signing	LORI C. STETZENMEYER VICE PRESIDENT & SENIOR TRUST OFFICER (408) 898-6880 Address <u>2 NORTH SECOND STREET</u> <u>SUITE 200</u> <u>SAN JOSE, CA 95113</u>
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STANDBY TRUST AGREEMENT (ONLY)

SCHEDULE B

List of Property Compromising Trust Fund

None at the time of the trust establishment. Funding of this Standby Trust Agreement is  
contingent upon drafts against that primary,

IRREVOCABLE STANDBY LETTER OF CREDIT Number \_\_\_\_\_ and issued by the  
Surety Bond or Letter of Credit

BANK OF AMERICA on MARCH 14, 2003 in  
Issuing Institution Date

accordance with the terms of that IRREVOCABLE STANDBY LETTER OF CREDIT  
Surety Bond or Letter of Credit

DTSC 1154 (05/95) (Formerly DES 8100)

2000

100

Page 9 of 9

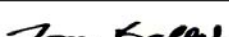
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## **Attachment XI-B**

### **Liability Insurance**

Asbury Environmental Services - Chico  
Standardized Permit Application – Section XI, Financial Responsibility for Standardized Permit  
Facilities  
December 29, 2006  
“Third Version”

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 09/16/08													
PRODUCER 1-818-539-2300 Arthur J. Gallagher & Co. Insurance Brokers of California, Inc., License #0726293 505 North Brand Boulevard Suite 600 Glendale, CA 91203-3944 maribel_sanchez@aig.com		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.													
INSURED Asbury Environmental Services 2549 Scott Avenue Chico, CA 95927		<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: National Union Fire Ins Co Of Pitts</td> <td>19445</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins Co Of Pitts	19445	INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #														
INSURER A: National Union Fire Ins Co Of Pitts	19445														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
COVERAGES															
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.															
INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)												
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> SIR \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	4907254	10/31/07												
			10/31/08												
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td>\$1,000,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td>\$Excluded</td> </tr> <tr> <td>PERSONAL &amp; ADV INJURY</td> <td>\$1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td>\$2,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td>\$2,000,000</td> </tr> </table>	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000	MED EXP (Any one person)	\$Excluded	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000		
EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000														
MED EXP (Any one person)	\$Excluded														
PERSONAL & ADV INJURY	\$1,000,000														
GENERAL AGGREGATE	\$2,000,000														
PRODUCTS - COMP/OP AGG	\$2,000,000														
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	4906742	10/31/07												
			10/31/08												
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td>\$1,000,000</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td>\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td>\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td>\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$				
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BODILY INJURY (Per person)	\$														
BODILY INJURY (Per accident)	\$														
PROPERTY DAMAGE (Per accident)	\$														
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO														
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>AUTO ONLY - EA ACCIDENT</td> <td>\$</td> </tr> <tr> <td>OTHER THAN AUTO ONLY: EAACC</td> <td>\$</td> </tr> <tr> <td>AGG</td> <td>\$</td> </tr> </table>	AUTO ONLY - EA ACCIDENT	\$	OTHER THAN AUTO ONLY: EAACC	\$	AGG	\$						
AUTO ONLY - EA ACCIDENT	\$														
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AGG	\$														
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	BE7250725	10/31/07												
			10/31/08												
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td>\$5,000,000</td> </tr> <tr> <td>AGGREGATE</td> <td>\$5,000,000</td> </tr> <tr> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>\$</td> </tr> <tr> <td></td> <td>\$</td> </tr> </table>	EACH OCCURRENCE	\$5,000,000	AGGREGATE	\$5,000,000		\$		\$		\$		
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	\$														
	\$														
	\$														
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	1591053	10/31/07												
A	OTHER	1591054	10/31/07												
			10/31/08												
			<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> WC STATUS-TORY LIMITS</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE - EA EMPLOYEE		\$1,000,000	E.L. DISEASE - POLICY LIMIT		\$1,000,000
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS															
Evidence of Insurance as respects operations of the Named Insured.															
CERTIFICATE HOLDER		CANCELLATION *10 day notice for non-payment of premium.													
Evidence of Insurance Only		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.													
		AUTHORIZED REPRESENTATIVE													
															



**IMPORTANT**

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.